

Dept of Buildings & General Svcs  
Office of Purchasing & Contracting  
1078 US Rte 2 - Middlesex  
Montpelier VT 05633-7501  
USA

[illegible]

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	2404	#2 FUEL OIL HEATING	GAL	0.01000	0.00	0.00

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE

# State of Vermont

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## CONTRACT



**Vendor ID 0000006483**  
**Collins S B Inc**  
**PO Box 671**  
**ST Albans VT 054780671**  
**USA**

<b>Contract ID</b> 0000000000000000000013641		<b>Page</b> 2 of 4
<b>Contract Dates</b> 09/01/2008 to 08/31/2009		<b>Origin</b> CP
<b>Description:</b> CP - #2 FUEL OIL		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Laraway, Elizabeth	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #: 802-527-0116**

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HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE STATE RESERVES THE RIGHT TO ADD OR REMOVE LOCATIONS AS NECESSARY.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

THE CARRIER IS RESPONSIBLE FOR THE PROPER TRANSFER OF REGULATED SUBSTANCES AND SHALL EMPLOY PRACTICES FOR PREVENTING RELEASES CAUSED BY TRANSFER SPILLS AND OVERFILLS. PRIOR TO TRANSFER, THE CARRIER SHALL DETERMINE BY GAUGING THAT THE TANK HAS AVAILABLE CAPACITY TO RECEIVE THE VOLUME OF PRODUCT TO BE TRANSFERRED. THE CARRIER SHALL REMAIN WITHIN 25 FEET OF THE CARGO TANK TO MONITOR EVERY ASPECT OF THE DELIVERY AND SHALL TAKE IMMEDIATE ACTION TO STOP THE FLOW OF REGULATED SUBSTANCE WHEN THE CAPACITY OF THE TANK HAS BEEN REACHED OR SHOULD AN EQUIPMENT FAILURE OR EMERGENCY OCCUR.

DELIVERY SLIPS, METER PRINTED DELIVERY RECEIPT OR A COPY OF THE CONTRACTOR'S SUPPLIER'S STATEMENT OF DELIVERY SHALL BE SIGNED BY AN EMPLOYEE AT THE TIME OF THE DELIVERY. A COPY WILL BE LEFT AT THE DELIVERY LOCATION AND A COPY IS TO BE FORWARDED BY THE VENDOR WITH THE INVOICE TO THE APPROPRIATE PAYABLE OFFICE FOR PAYMENT ON A MONTHLY BASIS.

THE CONTRACTOR WILL BE EXPECTED TO MAKE NECESSARY ARRANGEMENTS WITH USING AGENCIES TO ASSURE A SUFFICIENT SUPPLY REMAIN IN THE TANKS AT ALL TIMES DURING THE PERIOD OF THE CONTRACT.

THE SUCCESSFUL BIDDER SHALL MANAGE THE FUEL LEVELS IN EACH AUTOMATIC DELIVERY REQUIRED LOCATION. THE TANK(S) SHALL BE MANAGED IN SUCH A MANNER THAT THE INDIVIDUAL TANK WILL NOT RUN OUT OF FUEL. IF FOR ANY REASON A TANK RUNS DRY, THE SUCCESSFUL BIDDER WILL BE RESPONSIBLE TO:

- IMMEDIATELY REFUEL TANK.
- RESTART ANY OR ALL BOILERS/FURNACES AND OR WATER HEATERS AFFECTED AND PERFORM ANY BOILER/FURNACE MAINTENANCE REQUIRED DUE TO THE FUEL OUTAGE.
- ACCEPT AND PROCESS CLAIMS FOR DAMAGE CAUSED TO THE BUILDING BECAUSE OF LOSS OF HEAT SUCH AS BROKEN PIPES, FROZEN COILS, WATER DAMAGE, ETC.

THE STATE EXPECTS THE VENDOR TO WORK COOPERATIVELY WITH THE PREVIOUS VENDOR FOR TRANSFER OF ACCOUNTS. THIS WILL INCLUDE BUT NOT LIMITED TO REQUESTS FOR PREVIOUS DELIVERY INFORMATION INCLUDING THE AMOUNT/LOCATION HAS USED IN THE RECENT PAST.

DELIVERY - EMERGENCY: EMERGENCY DELIVERIES ARE DEFINED AS DELIVERIES OUTSIDE THE NORMAL DELIVERY SCHEDULE AS DEEMED NECESSARY BY ANY AUTHORIZED STATE OFFICIAL. EMERGENCY MAY BE THE RESULT OF A STATE OR NATIONAL DISASTER, SECURITY INCIDENT, HAZARDOUS WEATHER, CIVIL PREPAREDNESS, OR ANY NON-ROUTINE EVENT. UNDER THESE CIRCUMSTANCES CONTRACTORS UNDER THIS AWARD ARE REQUIRED TO MAKE EVERY POSSIBLE EFFORT TO DELIVER AS EXPEDITIOUSLY AS POSSIBLE. AWARDED CONTRACTORS SHALL BE REQUIRED TO IDENTIFY AN INDIVIDUAL WHO WILL SERVE AS THE STATE'S SINGLE POINT OF CONTACT FOR COORDINATION OF EMERGENCY RESPONSES.

ACCOUNT NUMBERS: WITHIN 30 DAYS OF CONTRACT AWARD EACH VENDOR IS REQUIRED TO SUBMIT TO BETSY LARAWAY, PURCHASING AGENT, 1078 US ROUTE 2 MIDDLESEX, VT 05633-7501 A LIST OF ALL ACCOUNT NUMBERS FOR EACH OF THE VARIOUS FUEL SITES. THE ACCOUNT NUMBERS SHALL BE SUBMITTED ELECTRONICALLY TO BETSY.LARAWAY@STATE.VT.US IN AN EXCEL FORMAT LISTING EACH ACCOUNT NUMBER, SITE NAME, COMPLETE SITE ADDRESS, FUEL TYPE AND DELIVERY SCHEDULE (I.E. EVERY 30 DAYS, 60 DAYS ETC).

TANKS: ALL TANKS ARE CONSIDERED TO BE THE PROPERTY OF THE STATE OF VERMONT UNLESS OTHERWISE SPECIFIED.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

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QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL MEET THE SPECIFICATIONS AS DETAILED BY FUEL TYPE. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BETSY LARAWAY  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
betsy.laraway@state.vt.us

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

By the CONTRACTOR

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_